AUTHOR'S COPY

PUBLISHING AGREEMENT

DOUBLEDAY & COMPANY, INC.

245 PARK AVENUE, NEW YORK, N. Y.

AGREEMENT made this 3rd day of December, 19 85

between DOUBLEDAY & COMPANY, INC., of Garden City, N.Y., hereinafter called "Publisher," and

of The Point Foundation
c/o John Brockman Associates, Inc.
2307 Broadway
New York, New York 10024

hereinafter called "Author," being the ~~Author and~~ Proprietor of a work at present entitled

THE ESSENTIAL WHOLE EARTH CATALOG

hereinafter called "the work."

RIGHTS GRANTED

1. (a) Author grants to Publisher for the full term of copyright available in each country included within the territory covered by this Agreement, including renewals and extensions, under any copyright laws now or hereafter in force the sole and exclusive right to print, publish, copy, and vend the work and the other rights hereinafter referred to on the terms set forth, throughout the United States of America, Canada and the Philippine Islands; territory other than the USA, the Philippine Islands and the British Commonwealth (exclusive of Canada) being an open market for copies produced in the English language.

in the English language

TERRITORY

(b) Author hereby requests and authorizes Publisher to engage Doubleday Canada Limited to publish the work in Canada, with the same force and effect as if Author had himself engaged Doubleday Canada Limited so to publish.

(c) During the term of this Agreement Author will not exercise or dispose of any reserved rights, nor cause to be published any version of the work or any similar version of the work in such a way as to affect adversely the value of any of the rights granted to Publisher hereunder.

PUBLICATION

2. Publisher shall publish a trade paperback edition of the work at its own expense, in the style and manner and at the price which it shall deem best suited to its sale and under such original imprint as it deems advisable.

ADVANCE ROYALTY

3. Publisher shall pay to Author, or his duly authorized representative, the following advance which shall be charged against Author's earnings under this Agreement:

One Hundred Twenty Thousand Dollars ($120,000.00) payable one-half on receipt of this signed agreement and one-half on acceptance of complete and satisfactory film of the work.

See Rider Paragraph 38.

ANNUAL PAYMENT LIMITATION

~~4. Notwithstanding anything to the contrary in this Agreement, Publisher shall in no event pay to Author out of the sums accruing to Author more than ( ) during any one calendar year. In the event the sums to Author's credit exceed such annual maximum payment, such excess shall be retained by Publisher in its general funds and shall be paid by it to Author in successive calendar years provided each yearly payment shall not exceed the maximum herein stated.~~

TRADE ROYALTY IN THE UNITED STATES

5. Publisher shall pay to Author:

(a) On all copies, less returns, of the regular trade edition sold by Publisher in the United States of America (except as hereinafter set forth), the following royalties based on the retail price:

Seven and one-half per cent (7½%) on the first 100,000; and Ten per cent (10%) thereafter.

CANADIAN ROYALTY

(b) On all copies of the regular trade edition of the work sold in the Dominion of Canada, an amount equal to five per cent (5%) of the United States of America retail price.

OTHER EXPORT MARKETS

(c) On all copies of the regular trade edition of the work sold by Publisher to other export markets, an amount equal to eight per cent (8%) of the United States of America retail price.

MAIL ORDER

(d) On all copies of the work sold by Publisher (less returns) through an offer made by its Mail Order Department, as distinct from sales made to bookstores or jobbers, five per cent (5%) of the Mail Order retail price, exclusive of shipping and handling charges.

SPECIAL SALES

(e) On all copies of the regular trade edition of the work sold through Publisher's Special Sales Department, as distinct from sales made to bookstores or jobbers, five per cent (5%) of the retail price, except as hereinafter provided.

(f) On all copies of the work acquired from Publisher's affiliates or subsidiaries and sold through Publisher's Special Sales Department, Publisher shall pay to Author five per cent (5%) of the proceeds to Publisher of such sales, exclusive of shipping and handling charges.

(g) In the event Publisher's Special Sales Department shall license others to produce the work or any part thereof, Publisher shall pay to Author fifty per cent (50%) of the license fees and/or plate rentals received by Publisher for such license.

(h) In the event Publisher's Special Sales Department shall publish a special subscription edition of the work, Publisher shall pay to Author five per cent (5%) of the proceeds to Publisher of the sale of copies of such special edition, exclusive of shipping and handling charges.

(i) On sales for premium use of copies of the work, excerpts therefrom, or special editions thereof, Publisher shall pay to Author five per cent (5%) of the proceeds to Publisher of such sales, exclusive of shipping and handling charges. On sales of copies of the work for premium use acquired from Publisher's affiliates or subsidiaries, Publisher shall pay to Author five per cent (5%) of the proceeds to Publisher of such sales, exclusive of shipping and handling charges.

PUBLISHING RIGHTS OUTSIDE OF UNITED STATES AND TRANSLATIONS

~~6. Author grants to Publisher the sole and exclusive right to sell English language and translation rights in and to the work in book or serial form (in full-length, condensed, or abridged versions) for publication in countries other than the United States, for publication in the territory specified in Paragraph 1(a). Publisher shall pay to Author seventy-five per cent (75%) of the net proceeds of such sale.~~

BOOK CLUBS

7. Author grants to Publisher the sole and exclusive right to license the right to print, publish, and sell an edition of the work to a book club, including any book club owned or operated by a subsidiary or affiliate of Publisher, or to any organization which operates on the basis of plate rental or purchase of book club rights (in full-length, condensed, or abridged versions). Publisher shall pay to Author fifty per cent (50%) of the net proceeds of such licenses received by Publisher.

REPRINT

8. Author grants to Publisher the sole and exclusive right to sell to other publishers, including any subsidiary or affiliate or division of Publisher, the right to bring out a reprint edition of the work (in full-length, condensed, or abridged versions), which sale shall provide that such reprints shall not appear on the market within one year after the publication date of trade publication. Publisher shall pay to Author fifty per cent (50%) of the proceeds of such sales, except that in the case of such a sale to Publisher's reprint division, Publisher shall pay to Author one-half the amount which the reprint division shall credit to Publisher. In the event that a reprint edition of the work is published and sold by any subsidiary or affiliate or a division of Publisher, the license to publish the work will, to the extent possible, be on terms similar to the terms of current agreements for similar licenses between Publisher and an unrelated reprint publisher.

ONE-PART MAGAZINE PUBLICATION

* 9. (a) Author may not sell the work for publication in full-length, condensed, or abridged versions in one part before book publication without the prior written consent of Publisher.

~~(b) Author hereby grants to Publisher the sole and exclusive right to sell, in the territory specified in Paragraph 1,~~ the work for publication in newspapers or periodicals in full-length, condensed, or abridged versions in one part before book publication. Publisher shall pay to Author seventy-five per cent (75%) of the net proceeds of such sales.

FIRST SERIAL

10. Author grants to Publisher the sole and exclusive right to sell, in the territory specified in Paragraph 1, the work or parts of it for publication in serial form in newspapers or periodicals and excerpts from the work for publication in newspapers or periodicals before publication in book form. Publisher shall pay to Author ninety per cent (90%) of the net proceeds of such sales (except on sales for serial publication in countries other than the United States under Paragraph 6 hereof).

SECOND SERIAL

11. (a) Author grants to Publisher the sole and exclusive right to sell, in the territory specified in Paragraph 1, the work or parts of it for publication in serial form in newspapers or periodicals and excerpts from the work for publication in newspapers or periodicals after publication in book form (provided such rights have not been retained by the purchaser of the first serial rights). Publisher shall pay to Author fifty per cent (50%) of the net proceeds of such sales (except on sales for serial publication in countries other than the United States under Paragraph 6 hereof).

* (b) In making sales pursuant to Paragraphs 9(b), 10, and 11(a), Publisher may deal directly with newspapers or periodicals or with those dealers in such literary rights commonly known as syndicates.

PERMISSIONS: EXTRACTS ANTHOLOGIES ABRIDGED VERSIONS

12. (a) Author grants to Publisher, after consultation with Author, in the territory specified in Paragraph 1 hereof, after publication of the work in book form, the right (1) to license for publication an adaptation of all or part of the work, and (2) to sell the work or extracts therefrom for use in periodicals or books (provided such rights have not been retained by the purchasers of the first serial rights), but not in its entirety in book form except as provided in Paragraphs 6, 7, and 8. Publisher shall pay to Author fifty per cent (50%) of the proceeds of such sales (except on sales in countries other than the United States under Paragraph 6 hereof).

(b) No payment shall be made to Author by Publisher for permission gratuitously given by Publisher, before or after publication of the work in book form, to publish extracts from the work to benefit the sale thereof.

MOTION PICTURES DRAMATIZATION PUBLIC READINGS

13. Author grants Publisher the sole and exclusive right to sell motion picture rights, dramatic rights with or without music, public reading and other non-dramatic performing rights throughout the world in and to and in connection with the said work. Publisher shall pay to Author ninety per cent (90%) of the proceeds of such sales, except [illegible] (see Paragraph 18). Any sales of motion picture rights to the work may grant to the purchaser the right to publish, for advertising and exploitation, excerpts, summaries, and synopses of the work or dramatizations or motion pictures thereof, but no such excerpts, summaries or synopses shall exceed 7500 words in length, nor shall they appear as having been written by Author, nor shall they be offered to any person, firm, or corporation for a monetary consideration.

RADIO TELEVISION

14. Author grants to Publisher the sole and exclusive right to sell radio and/or television rights, throughout the world, in and to and in connection with said work. Publisher shall pay to Author ninety per cent (90%) of the proceeds of such sales.

COMMERCIAL RIGHTS

15. Author grants to Publisher the sole and exclusive right to sell, and to license others to sell, subject to the approval of Author, the commercial rights in and to Author's name and the work. "Commercial rights" shall be understood to mean the exploitation of Author's name in connection with the work and of the work itself and all material including the characters contained therein through their use, simulation, or graphic exploitation on or in connection with merchandise. Publisher shall pay to Author fifty per cent (50%) of the net proceeds of such sales.

SOUND RECORDING FILMSTRIPS TEACHING MACHINES MICROFILM

16. Author grants to Publisher the sole and exclusive right to sell the work or parts of it for mechanical reproduction and transmission, including, but not by way of limitation (a) sound and picture recording, including phonographic, wire, and tape recording or any other method hereafter known or devised; (b) filmstrips; (c) programs for machine teaching; (d) microfilm and photocopying (except motion picture), or any other method now or hereafter known or devised for information storage, reproduction, and retrieval. Publisher shall pay to Author fifty per cent (50%) of the proceeds of such sales.

USE BY NON-PROFIT ORGANIZATIONS

17. Publisher is authorized to grant permission, at no charge and without paying royalty to Author, for use of the work by recognized non-profit organizations for the physically disabled, such as, but not limited to, the right to put the work into Braille or talking books.

RIGHTS NOT SPECIFIED

18. All rights not herein specifically granted to Publisher are reserved by Author.

SEMI-ANNUAL ACCOUNTING

19. (a) Publisher shall render statements of sales semi-annually as of April thirtieth and October thirty-first and make payment of monies due within four months thereafter. If the work has not earned the amount of royalties advanced or Author has received an overpayment of royalties or is otherwise indebted to Publisher, Publisher may deduct the same from any sum due or to become due Author under this Agreement.

(b) Publisher may, for the first three periods following publication, set up a reserve of fifteen per cent (15%) of the earnings due Author, to provide for returns.

(c) Publisher shall, on the written request of Author, cause the public accountants regularly employed by Publisher to furnish to Author a certified copy of his latest semi-annual royalty statement.

AUTHOR'S COPIES

20. Publisher shall furnish to Author, free of charge, ten copies of the regular trade edition of the work as published; and should Author desire any more copies for personal use, they shall be supplied at one-half the retail price. Copies thus purchased shall not be resold. Author will be billed for these copies and payment shall be made within thirty (30) days of receipt of bill unless Publisher wishes to charge this amount to Author's royalty account, provided said account has excess royalties accrued over and above the advance royalty paid to Author.

WARRANTY

21. Author represents and warrants to Publisher that:

(a) The work is original.

(b) He is the sole ~~author and~~ proprietor thereof, and has full power to enter into this Agreement.

* (c) The work is not in the public domain, has never before been published in whole or in part in any form and he has not entered into or become subject to any contract, agreement, or understanding with respect thereto other than this Agreement.

(d) If published, the work will not infringe upon any proprietary right at common law, or any statutory copyright, or any other right whatsoever.

(e) The work is innocent, and contains no matter whatsoever that is obscene, libelous, in violation of any right of privacy, or otherwise in contravention of law.

INDEMNITY

22. (a) Author shall indemnify and hold Publisher harmless from any claim, suit, or action, and any expense or damage in consequence thereof, asserted by reason of Publisher's exercise or enjoyment of any of its rights hereunder or by reason of any warranty or indemnity made by Publisher in connection with the exercise of any such rights, as provided in subparagraphs (b), (c), (d), and (e) hereof.

* (b) Publisher shall have the right to defend such claim, suit, or action by counsel of its selection and with the consent of Author to settle the same on such terms as it deems advisable.

(c) In the event a final judgment is entered against Publisher, Author shall be liable for and shall pay to Publisher the amount of said judgment and shall reimburse Publisher for any and all expenses incurred in said action, including reasonable counsel fees.

(d) In the event of a settlement, Author shall be liable for and pay to Publisher (1) fifty per cent (50%) of the amounts paid by Publisher in settlement and (2) fifty per cent (50%) of the amounts paid by Publisher for reasonable counsel fees and other expenses.

(e) In the event such claim, suit, or action is discontinued or dismissed without liability to Publisher, Author shall be liable for and shall pay to Publisher fifty per cent (50%) of the amounts paid by Publisher for reasonable counsel fees and other expenses.

(f) Publisher shall have the further right to withhold and apply any royalties or other sums due Author under this or any other agreement as security for Author's obligation under this Paragraph 22.

(g) The warranties contained in Paragraph 21 and the indemnities contained in this Paragraph 22 shall survive the termination of this Agreement.

Publisher shall have the right in its discretion to extend the benefit of Author's aforesaid warranties and indemnities to any person, firm, or corporation at any time and Author shall be liable thereon as if originally made to such person, firm, or corporation.

BREACH OF WARRANTY

23. In the event of a material breach of any of Author's warranties or any material default by Author in the performance of his indemnities, Publisher may at its election and without prejudice to any other right or remedy against Author terminate this Agreement and in such event Author shall repay on demand to Publisher any advance against earnings or other sums paid to Author by Publisher.

COPYRIGHT

24. ~~(a) Publisher shall take out copyright in name of~~

See Rider Attached

~~and take all steps required to secure said copyright in the United States, and is authorized in its discretion to take out copyright in such other countries as may be covered by this Agreement. Author agrees to apply for the renewal of said copyrights on the expiration of the first term thereof, and authorizes Publisher to make such application in his name. Author further agrees to assign to Publisher, if this agreement has not terminated previously, the sole and exclusive right to print, publish, copy, and vend the work, and the other rights referred to herein, during the full term of and renewal and extensions thereof, on the same terms and conditions as for the original copyright term.~~

(b) Author hereby authorizes Publisher to make Author a co-plaintiff with Publisher in any litigation against a third party for infringement of the copyright on the work, but without cost to Author. Any recovery from such litigation shall be applied first to reimburse Publisher for its expenses in connection therewith, and the balance shall be divided equally between Author and Publisher.

(c) Author agrees that in the event the present copyright law of the United States of America or of any other country where the work is protected by copyright shall be amended or changed or a new copyright law is enacted so that the term of copyright is extended or the benefits thereunder enlarged, Publisher shall forthwith automatically become entitled to all of such enlarged benefits thereby conveyed for such extended term.

MANUSCRIPT: CHARACTER DUE DATE AUTHOR'S ALTERATIONS

25. (a) Author shall deliver to Publisher two (2) finally ~~revised~~ copies of the ~~manuscript~~ film work, satisfactory to Publisher in content and form, including all illustrations and other graphic material essential to the work, in a form ready for reproduction, not later than August 15, 1986; August 1, 1986 with respect to a photocopy ## ~~manuscript~~ of the work. If Author delivers only one (1) finally revised copy of the work or if the second copy is not clean or legible, Publisher may have the original manuscript duplicated and the expense charged to Author's royalty account.

##of the camera-ready mechanicals of the work,

(b) Author shall also deliver to Publisher an index, if required by Publisher, promptly after proof is available for making the index. If Author fails to supply all such index, illustrations, and other graphic material in a form ready for reproduction, Publisher may obtain it and charge the expense thereof against Author's earnings hereunder. It is understood that such material is considered a part of the work and that all rights granted and warranties and indemnities made to Publisher hereunder apply also to use of such material.

(c) If Author incorporates into the work any material previously published and not in the public domain, he shall procure at his expense written authorization satisfactory to Publisher to publish it in the work and shall deliver copies of such authorization to Publisher with the manuscript.

(d) The provisions of subparagraphs (a) and (b) hereof as to the character, condition, and time of receipt of the ~~copies of~~ manuscript, camera-ready mechanicals and film the work are of the essence of the Agreement, and in the event of Author's default hereunder Publisher may, at its option, any time prior to actual publication of the work, terminate this Agreement without prejudice to any other remedy.

~~(e) Expense of Author's proof corrections exceeding ten per cent (10%) of cost of composition shall be charged against Author's earnings hereunder.~~

(f) Any sums paid to Author as advance royalties or otherwise shall be returned to Publisher on demand if said copies of the manuscript, camera-ready mechanical and/or film are not delivered as provided in subparagraph (a) hereof.

(g) Author represents that he has retained a copy of the manuscript, camera-ready mechanicals and film and the Publisher shall not be liable for any loss resulting to Author from a destruction or other loss of the copies delivered to Publisher unless Publisher shall have failed to carry appropriate insurance therefore, if the same is available and has been requested in writing by Author and at Author's expense.

REMAINDERS

* 26. If Publisher has a stock on hand which, in its judgment, could not be sold on usual terms in a reasonable time, it may sell such copies to any purchaser or purchasers, including Publisher's subsidiaries, at the best price it can secure, after having offered such stock to the Author at remainder price. If such stock is sold at or below Publisher's cost, no royalty shall be paid to Author on such sales. If such copies are sold above Publisher's cost, the royalty paid to Author (in lieu of the royalty set forth in Paragraph 5 hereof) shall be ten per cent (10%) of the revenue obtained from such sales.

No royalty shall be paid on copies destroyed or on copies given away to promote the sales of the work, whether to regular promotional channels or to book sellers.

DISCONTINUANCE OF PUBLICATION

~~27. Publisher in its discretion may at any time determine to discontinue the publication of the work without~~ prejudice to its rights hereunder. In that event, it shall give notice of such determination to Author by registered mail at the address last given by him. Within thirty days after the mailing of such notice Author shall have the right to purchase from Publisher at cost any existing sheet and bound stock which is the unrestricted property of Publisher. ~~Upon any such purchase the disposition of the other rights hereunder shall be by mutual agreement.~~

See Rider Attached

COPIES OF SUB-AGREEMENTS

28. Publisher undertakes, upon request, to furnish to Author verified copies of any agreements which Publisher may make with any third party for the disposition of any rights in the work.

GOVERNMENTAL RESTRICTION

29. The performance of Publisher or of Author pursuant to this Agreement is subject to governmental restrictions on essential materials and supplies, acts of war, strikes, or other conditions beyond their control.

BANKRUPTCY

30. In case of bankruptcy, receivership, or assignment for benefit of creditors of Publisher, the right of publication shall revert to Author and thereupon this Agreement shall terminate but Author shall have the right to buy back any remaining copies or sheets at a fair market value, to be determined by agreement.

PLACE OF EXECUTION

31. Regardless of the place of its actual execution, delivery, and performance, this Agreement shall be treated as though executed within the State of New York, and shall be governed by the laws and statutes thereof.

HEIRS AND ASSIGNS

*32. This Agreement shall be binding upon and shall inure to the benefit of the ~~heirs, executors, or administrators~~ successors in business of Author and any successor in business of Publisher, but neither party shall otherwise separately sell or assign his or its interests in this Agreement without the written consent of the other. In the event of any such assignment by Publisher, Author shall nevertheless remain liable to Publisher (as well as to the assignee) on each of his obligations under Paragraphs 21, 22, and 23 of this Agreement.

OPTION

~~33. Author hereby agrees that Publisher shall have the first option to publish Author's next full-length book, but in no case shall Publisher be required to exercise this option within three months following publication of the work which is the subject of this Agreement.~~

TIME LIMIT

34. This Agreement shall not be binding upon either Publisher or Author unless it is signed by both parties and delivered to Publisher within a period of two months from the date of the Agreement.

WHOLE AGREEMENT

35. This Agreement contains the whole understanding of the parties, supersedes all previous oral or written representations or agreements, and may not be changed, modified, or discharged orally. Any modification, change, or discharge of this Agreement must be in writing and signed by Publisher and Author.

36. See Rider Attached for Additional Names Insured Rider.

* See Rider Attached.

See Rider Attached for Additional Clauses.

Witness to signature of Author-Proprietor:

James T. Baldwin 12/10/85

~~AUTHOR~~ PROPRIETOR
The Point Foundation

Kevin Kelly
Dec 10 1985

Witness to signature of Publisher:

Maureen O'Brien

DOUBLEDAY & COMPANY, INC.

Richard Malloy
President, Publishing Division

Author-Proprietor to supply the following:

		Point 94-2147154
Social Security Number	or	Tax Identification Number

NOTE: If Author is not a United States resident please complete the attached tax forms and return them with the signed contract in lieu of supplying the above information.

re: THE ESSENTIAL WHOLE EARTH CATALOG by Stewart Brand

INITIAL HERE
KC
PM

Rider to paragraph 24(a):

Publisher shall register for copyright in the name of

The Point Foundation

and is authorized in its discretion to register the work for copyright in such other countries as may be covered by this Agreement.

If any part of this work has been published and copyrighted prior to January 1, 1978, Author agrees to apply for the renewal of said copyright on the expiration of the first term thereof, and authorizes Publisher to make such application in the name of the Author. Author further agrees to assign to Publisher, if this agreement has not been terminated previously, the sole and exclusive right to print, publish, copy, and vend the work, and the other rights referred to herein, during the full term of said renewal and extensions thereof, on the same terms and conditions as for the original copyright term.

RIDER TO THE AGREEMENT BETWEEN AUTHOR AND DOUBLEDAY & COMPANY, INC. WITH JOHN BROCKMAN ASSOCIATES, INC. AS AGENT

INITIAL HERE KK RM

re: THE ESSENTIAL WHOLE EARTH CATALOG by Point Foundation KK

Clause 2 — when manuscript is not in hand, add the following after the printed words "at its own expense" within twelve (12) months from date of receipt of satisfactory manuscript unless otherwise mutually agreed.

INITIAL HERE KK RM

~~when manuscript is in hand, add within eighteen (18) months from date of receipt of this signed agreement unless otherwise mutually agreed.~~

Clause 8 — Add the following after the printed words "exclusive right to sell" after having obtained the consent of Author, which consent shall not be unreasonably withheld or delayed.

Also add the following after the printed words "Publisher's re-print division," - which sale not to be made without having obtained the consent of Author, which consent shall not be unreasonably withheld or delayed.

Clause 9 (a) — Add the following after the printed words "written consent of Publisher" - which consent shall not be unreasonably withheld or delayed.

Clause 11 (b) — Delete words "or periodicals or" and add - but not.

Clause 21 (c) — Delete the word "thereto" and add - to any of the rights granted herein.

Also add at the end of this paragraph - Author will notify Publisher of any agreements signed concerning sale of rights to the work which are not granted to Publisher under this agreement.

Clause 22 (b) — Add the following at the end of this paragraph - When, with the consent of Publisher, Author is co-defendant in any such action, at his own option, shall have the right to join in the defense of such action.

Clause 22 (e) — Add the word reasonable before the printed words "counsel fees".

Clause 23 — Add the word unearned before the printed words "advanced against earnings".

~~Clause 25 (b) — Delete the second sentence.~~

~~Also delete the words "such material is" and add - index, illustrations~~ and other graphic material are.

Add the following at the end of this paragraph:

> If Author fails to supply all such index, illustrations and other graphic materials in a form ready for reproductions, Publisher may obtain them and charge the expense thereof against Author's earnings hereunder. If Publisher supplies these materials, they shall be subject to Author's approval and the warranties and indemnities made by Author shall not apply.

Continued on Page 2.

INITIAL HERE 1C1C RM

RIDER TO THE AGREEMENT BETWEEN AUTHOR AND DOUBLEDAY & COMPANY, INC. WITH JOHN BROCKMAN ASSOCIATES, INC. AS AGENT

Re: THE ESSENTIAL WHOLE EARTH CATALOG by Point Foundation 1C1C

~~Clause 25 (c) After the printed words "cost of composition" add exclusive of printer's errors~~.

Clause 26 — Add the following after the printed words "best price it can secure" - provided that such sale shall not be made before one (1) year after publication date.

Clause 27 — Delete entire clause, add:

If at any time after two (2) years from Publisher's original date of publication the work shall be out of print as below defined, and the Author shall make written demand on the Publisher to reissue the work, the Publisher shall have six (6) months after such written demand, except if Author is indebted to Publisher for any sum owing to it under this agreement, including but not limited to an unearned advance against earnings in which case the Publisher shall have twelve (12) months to reprint the work or to make a contract for its reissue within a reasonable time. Upon the Publisher's failure to bring about the reissue of the work, this agreement shall terminate, and all rights herein granted shall revert to the Author, subject, however, to any licenses or options theretofore granted by either party and to the continuing payment to the Publisher of its share of the proceeds from such licenses or option.

The work shall not be considered out of print if it is on sale in a reprint edition or in any other edition in the United States, or if there shall be in existence a contract for reprint edition publication which provided for publication within a specified time after the work is out of print in the regular edition.

Clause 32 — Add the following after the printed words "written consent of the other" which consent shall not be unreasonably withheld.

Advertisement Clause — Advertisements may not be inserted or printed in any edition of the work, whether issued by the Publisher of its licensee, without Author's and Publisher's written consent. Such consent may be withheld in Author's or Publisher's sole discretion, and they may require that a share of the advertising proceeds be paid to them as a condition for their consent, if they so elect. Author and Publisher shall have the right to approve the advertising copy before appearing in the work.

Any license granted by the Publishers to reprint the work in book club or paperback editions, or in any other medium except newspapers and periodicals, must explicitly prohibit the licensee from inserting advertisements in its editions of the work without the written consent of the Author and Publisher as provided above.

Agency Clause — All sums of money under this agreement shall be paid to the Author's agent, John Brockman Associates, Inc., 2307 Broadway, New York, New York 10024, and the receipt of the said John Brockman Associates, Inc. shall be a good and valid dishcarge of all such indebtedness; and the said John Brockman Associates, Inc. is hereby empowered by the Author to act in all matters arising from this agreement. For services rendered and to be rendered, the Author does hereby assign and transfer to John Brockman Associates, Inc. and John Brockman Associates, Inc. shall retain the sum equal to fifteen per cent (15%) as an agency coupled with an interest, out of all monies due and payable to and for the account of the Author under this Agreement.

ADDITIONAL NAMED INSURED RIDER

INITIAL HERE TCK BM

re: THE ESSENTIAL WHOLE EARTH CATALOG by Point Foundation TCK

36. Notwithstanding the provisions of paragraph 22 hereof, the Publisher agrees to include the Author as an additional named insured under its Employer's Reinsurance Corporation Policy MML-0014 subject to the following conditions:

a) The Author shall not be responsible for any premiums due under said policy.

b) The Author shall be an additional named insured only with respect to the Work or Works which are the subject of this agreement.

c) The Policy limits of liability are $5,000,000 for each occurrence and $5,000,000 annual aggregate.

d) The Policy deductible is $50,000 for each occurrence. Coverage is for loss under the Policy for amounts in excess of the deductible but not greater than the Policy limits.

e) The Author shall be responsible for the deductible as follows:

1) In the event of loss due to any claim, suit or action for obscenity, libel or violation of any right of privacy, ten percent (10%) of the total advance under this agreement, but not less than five thousand dollars ($5,000) nor more than twenty-five thousand dollars ($25,000);

2) In the event of loss due to any claim, suit or action for plagiarism, piracy, errors or omissions, infringement of any proprietary right at common law or any statutory copyright or any other claim, suit or action not covered in subclause (e)(1) above, twenty percent (20%) of the total advance under this agreement, but not less than ten thousand dollars ($10,000) nor more than fifty thousand dollars ($50,000).

f) The Author agrees to completely and fully cooperate with the Publisher and its counsel in the defense of any claim, suit or action brought against the Publisher and/or Author concerning the exercise of rights under this agreement. Should the Author fail to cooperate, it shall be construed as a breach of this Agreement which could result in the loss of the insurance protection provided hereunder.

RE: THE ESSENTIAL WHOLE EARTH CATALOG by Stewart Brand

KK RM

Additional Clauses:

37. Author reserves for its sole and exclusive use: first serial, motion picture, electronic, commercial, radio, television, translation and/or foreign language publication and British Commonwealth rights.

38. Author and Publisher shall consult with regard to the manuscript, camera-ready mechanicals and the cover of the book.

KK RM

$10,000 on receipt of the signed agreement and $20,000

Publisher shall pay Thirty Thousand Dollars ($30,000.00) on delivery and acceptance of satisfactory film for the work, to consist of approximately 400 pages, and to be delivered not later than August 15, 1986.

~~39. Publisher shall have the option but not the obligation to publish a hardcover non-trade edition of the work paying a royalty of Ten per cent (10%) on the first 5,000; Twelve and one-half per cent (12½%) on the next 5,000; and Fifteen per cent (15%) thereafter based on the retail price on all copies sold in the United States; and an amount equal to Five per cent (5%) of the U.S. retail price on all copies sold in Canada; and an amount equal to Eight per cent (8%) of the U.S. retail price on all copies sold in export markets. All other terms of this agreement shall apply to said hardcover edition, if published.~~ See Below.

~~* only in case of a special sale.~~

40. The author may purchase copies of the work for resale in quantities of 1,000 copies or more, not returnable, no royalties, at a price to be mutually agreed upon, f.o.b. Berryville, Virginia.

Such copies shall be shipped to one destination. Payment of books shall be due Publisher thirty (30) days following invoice date.

39. Publisher shall have the option but not the obligation to publish or license publication for a non-trade hardcover edition of the work, subject to crediting Author's royalty account with the applicable royalty rate (the rates specified hereunder with respect to trade paperback editions sold through non-trade channels shall apply to non-trade hardcover editions sold through those channels).